

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON

VEEDER-ROOT FUELQUEST, LLC, a limited  
liability company;

Plaintiff,

v.

ANGELA WISDOM, an individual, and  
LEIGHTON O'BRIEN, INC., a corporation;

Defendants.

Case No. \_\_\_\_\_

COMPLAINT FOR INJUNCTIVE AND  
OTHER RELIEF

Plaintiff Veeder-Root FuelQuest, LLC ("VRFQ," "Insite360," or the "Company"), by and through its undersigned attorneys, alleges as follows for its Complaint against Defendants Angela Wisdom ("Wisdom") and Leighton O'Brien, Inc. ("LOI") (jointly, "Defendants"):

**NATURE OF THE ACTION**

1. This is an action to enforce Defendant Wisdom's valid restrictive covenants owed to VRFQ, which does business under the commercial name of Insite360. VRFQ and Insite360 will be used interchangeably in this Complaint, but Insite360 is not a separate legal entity.

2. Wisdom has blatantly violated her restrictive covenants by, among other things, accepting a competitive role with LOI in the same territory she serviced for Insite360. But Wisdom did not just accept employment in violation of her restrictive covenants – she repeatedly misled Insite360 to believe that her role with LOI would be in a different territory and would be providing different services than those she had provided to Insite360. As a result of her misrepresentations,

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF - 1

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1 she was permitted to remain in her role for 3 weeks, with access to voluminous confidential and  
2 trade secret information.

3 3. Upon learning of the truth via a press release issued by Wisdom's soon-to-be new  
4 employer – while she was still employed by VRFQ – the Company asked Wisdom to confirm that,  
5 as she had promised, she would not accept a competitive role in violation of her covenants.  
6 Wisdom refused to provide such assurances, and further refused to certify in writing that she had  
7 not improperly accessed, used, or disclosed Insite360's confidential information and trade secrets,  
8 as required by her restrictive covenants agreement and statutory law.

9 4. In fact, Insite360 would later learn that Wisdom had retained at least 15 Company  
10 documents, which included highly confidential information that would extremely useful for a  
11 competitor on her personal computer, without authorization and for no legitimate business reason.  
12 To this day, Insite360 cannot be sure that Wisdom does not still have access to this information,  
13 nor does it have any assurances that Wisdom has not used it or shared it with LOI.

14 5. In addition, Wisdom and LOI intentionally misled Insite360 into believing that they  
15 were negotiating in good faith to resolve the parties' dispute, including promising to provide  
16 written assurances that Insite360's confidential information had not been exploited or accessed.  
17 Despite this, without warning, Wisdom filed a declaratory judgment action in Washington state  
18 court seeking to avoid the covenants she freely agreed to abide by, and for which she was  
19 handsomely compensated. That suit was procedurally improper, as Wisdom sued Insite360, which  
20 is not a legal entity capable of being sued.

21 6. VRFQ now seeks damages and injunctive relief as a result of Wisdom's breaches  
22 of contract, her misappropriation of trade secrets, and LOI's tortious interference.

### 23 **THE PARTIES AND RELEVANT PERSONS**

24 7. VRFQ is a Delaware limited liability corporation with its principal place of  
25 business located in Houston, Texas.

26 8. Upon information and belief, Wisdom is a citizen of the State of Florida.



1           15.     Insite360 solutions empower global retail and commercial fueling operations, fuel  
2 wholesalers, and supply chain members to accurately monitor fuel inventory, optimize fuel  
3 logistics and pricing, manage environmental compliance, and optimize equipment performance.

4           16.     One of the solutions provided by Insite360 is an Advanced Variance Analysis  
5 (“AVA”), which is a managed service that monitors fuel sites and reconciles inventory and  
6 deliveries, identifies instances and sources of fuel variance, and provides actionable  
7 recommendations to reduce loss. This solution provides advanced detection and analytics to  
8 pinpoint variance and physical loss of fuel that could be masked by data, reporting, and equipment  
9 errors. Insite360’s AVA solution reduces shrinkage and cost, while maximizing fuel revenue.

10          17.     LOI is a direct competitor to Insite360. Like Insite360, LOI is a global fuel analytics  
11 technology provider for retail fuel networks, and commercial and bulk fuel operations that  
12 specializes in wetstock management, among other things. LOI provides solutions that compete  
13 with Insite360’s offerings, including its “Wetstock Live” offering. LOI’s website touts Wetstock  
14 Live as software that “provides remote management of operational and maintenance issues at site  
15 and network visibility into factors driving accounting fuel losses or gains,” including leak  
16 detection.

17          18.     In order to maintain an edge in the highly competitive fueling industry, Insite360  
18 has spent decades and millions of dollars developing its trade secrets and confidential information,  
19 including R&D to support the Company’s software solutions and services, including AVA.  
20 Insite360 protects its confidential information and trade secrets by, among other things: limiting  
21 the disclosure and use of this information to only the Insite360 employees who need the  
22 information to perform their roles for Insite360; educating its workforce about the requirement and  
23 necessity of keeping this information confidential; limiting access to this information by restricting  
24 access to computer networks and requiring the use of passwords to access the information; and, as  
25 discussed below, requiring employees with access to such information to execute written  
26

1 agreements that protect against the misuse and improper disclosure of Insite360 confidential  
2 information.

3 19. As a result of these measures, Insite360's confidential and proprietary trade secret  
4 information is not available to the general public and is closely guarded by Insite360. Insite360  
5 keeps such information strictly confidential in order to maintain a competitive advantage against  
6 its competitors. The time, expense, and effort that goes into the development of Insite360  
7 confidential and proprietary information is such that the independent development of identical or  
8 comparable materials by Insite360 competitors would be extraordinarily difficult and expensive.

9 **II. Angela Wisdom's Employment**

10 20. Insite360 hired Wisdom as a Senior Director of Sales in the fall of 2017. In May of  
11 2020, Insite360's General Manager and Vice President, Rachel Collins ("Collins") further  
12 expanded Wisdom's role to include marketing responsibilities as well.

13 21. In her role with Insite360 and its predecessor, Wisdom had full insight into the  
14 Company's analytics and platform strategy, including all current and future areas for investment.  
15 Wisdom also was directly involved in strategic partnership discussions and strategy regarding the  
16 Company's fuel analytics capabilities across the entire wetstock management customer value  
17 chain, and she had direct responsibility for driving growth in Northern America across all Insite360  
18 solutions across the fuel supply value chain, i.e., compliance, variance analysis, leak detection,  
19 loss prevention, financials, etc. as well as remote site management.

20 22. As a result of her responsibilities and duties, Wisdom had access to, and became  
21 intimately familiar with, Insite360's confidential, proprietary, and trade secret information,  
22 including but not limited to business strategy plans, sales strategies, pricing plans and information,  
23 the Company's pipeline, customer information (including which customers had purchased which  
24 services), information regarding prospects (including details of anticipated deals, and how far  
25 along each prospective deal was), marketing strategies, development plans, strengths and  
26 weaknesses of certain Insite360 products and services, in-depth incentive and commission

1 program information giving visibility into how the Company creates the necessary behaviors to  
 2 drive growth, and more. In fact, part of Wisdom's role was to contribute to the Company's strategy,  
 3 establish growth programs, and actively drive and sponsor merger and acquisition and/or  
 4 partnership discussions.

### 5 **III. Wisdom's Restrictive Covenants Agreements**

6 23. In connection with her initial employment with Insite360, Wisdom signed a  
 7 Nondisclosure and Assignment Agreement on or about October 28, 2017 (the "NDA") which  
 8 provided that during and after her employment with the Company, Wisdom would not directly or  
 9 indirectly use or disclose to anyone outside of the Company any of Insite360's trade secrets or  
 10 confidential information, including customer lists, pricing, margins, business and marketing plans,  
 11 strategy, and more. The NDA also obligated Wisdom to return all originals and copies of Company  
 12 property upon termination of her employment, and further obligated her to provide a copy of the  
 13 NDA to any subsequent employers. A copy of the NDA is attached as Exhibit 1.

14 24. In mid-2019, Wisdom threatened to leave the Company. In an effort to retain her,  
 15 Insite360 offered her increased compensation in exchange for her agreement to remain with the  
 16 Company and her execution of a new restrictive covenants agreement. Specifically, Insite360  
 17 offered Wisdom the following compensation to which she was not previously entitled:

- 18 a. An additional \$10,000 in base salary;
- 19 b. A guarantee of 80% sales commission in 2019 against her 2019 sales commission
- 20 incentive of \$125,000, and a guaranteed 60% of her sales commission in 2020;
- 21 c. A lump sum sales bonus of over \$56,000;
- 22 d. A special \$100,000 equity award; and
- 23 e. Acceleration of the remaining \$15,000 installment of an unpaid signing bonus from
- 24 a previously guaranteed bonus.

25 25. On July 23, 2019, Joy Snow ("Snow"), the Company's head of HR, emailed  
 26 Wisdom a copy of two agreements for her review, a Fortive Corporation and its Affiliated Entities

1 Agreement Regarding Competition and Protection of Proprietary Interests (the “RCA,” a copy of  
2 which is attached here as Exhibit 2) and a signing bonus repayment agreement. In Snow’s cover  
3 email to Wisdom, she informed Wisdom that executing the RCA was required upon a change in  
4 compensation.

5 26. On July 26, 2019, Wisdom returned the executed RCA, repayment agreement, and  
6 the compensation offer itself in the same email. In that email, she wrote: “Thank you for the  
7 amazing offer and vote of confidence as we move forward. Please find all 3 signed documents  
8 attached.”

9 27. Upon information and belief, Wisdom was aware that executing the RCA was a  
10 condition to receiving the compensation set forth in the compensation offer. Wisdom never asked  
11 any questions about the RCA or its enforceability.

#### 12 **IV. Terms of the RCA**

13 28. The RCA contains several covenants aimed at protecting Insite360’s legitimate  
14 business interests. Among other things, Section 2 of the RCA required Wisdom, during her  
15 employment with the Company, to “devote [her] best efforts to the performance of [her] duties  
16 and the advancement of the Company” and prohibited her from engaging “in any other  
17 employment, profitable activities, or other pursuits which would cause [her] to disclose or utilize  
18 the Company’s Confidential Information, or reflect adversely on the Company.”

19 29. “Confidential Information” is defined in the RCA as:

20 any information (in whatever form and whether or not recorded in any media and  
21 whether or not it constitutes a trade secret) which is not generally known to the  
22 public, and which (a) is generated or collected by or utilized in the operations of  
23 the Company and relates to the actual or anticipated business or research or  
24 development of the Company or the Company’s actual or prospective vendors or  
25 customers; or (b) is suggested by or results from any task assigned to [Wisdom] by  
26 the Company or work performed by [Wisdom] for or on behalf of the Company or

1 any customer of the Company. . . . Examples of Confidential Information include,  
2 but are not limited to, customer and supplier identification and contacts,  
3 information about customers, Voice of the Customer data, reports or analyses,  
4 business relationships, contract terms, pricing, price lists, pricing formulas,  
5 margins, business plans, projections, prospects, opportunities or strategies,  
6 acquisitions, divestitures or mergers, marketing plans, advertising or promotions,  
7 financial data (including but not limited to the revenues, costs, or profits, associated  
8 with any products or services), business and customer strategy, techniques,  
9 formulations, technical information, technical know-how, formulae, production  
10 information, inventions, invention disclosures, discoveries, drawings, invention  
11 methods, systems, information regarding all or any portion of the Fortive Business  
12 System, lease structure, processes, designs, plans, architecture, prototypes, models,  
13 software, source code, object code, solutions, Talent Reviews and Organizational  
14 Plans, research and development, copyrights, patent applications, and plans or  
15 proposals related to the foregoing.

16 30. The RCA further provides at Section 3 that during and after termination of  
17 Wisdom's employment with the Company, she would not, "without the Company's prior written  
18 permission, directly or indirectly for any purpose other than performance of [her] duties for the  
19 Company . . . . utilize or disclose to anyone outside of the Company any Confidential Information,  
20 or any information received by the Company in confidence from or about third parties, as long as  
21 such matters remain trade secrets or confidential."

22 31. Section 4 of the RCA also requires Wisdom to return all Company property "upon  
23 the request of the Company and in any event promptly upon termination of [her] employment or  
24 relationship with the Company, but in any event no later than two (2) business days after such  
25 termination," and further prohibits her from retaining "any original or copies of such materials,  
26 whether in hard copy form or as computerized and/or electronic records." She also agreed, except



1 as “approved by the Company or required by [her] bona fide job duties for the Company . . . not  
2 [to] copy or remove from the Company’s place of business . . . property or information belonging  
3 to the Company . . . .” and further agreed not to “provide any such materials to any competitor of  
4 or entity seeking to compete with the Company unless specifically approved in writing by the  
5 Company.”

6 32. Section 5 of the RCA also prohibits Wisdom, “during the Restricted Period,” from  
7 directly or indirectly working in the “Restricted Territory for any person, company, or entity that  
8 sells Competing Products in any role that involves: (i) selling, or assisting others in selling,  
9 Competing Products; (ii) developing or implementing strategies to compete with the Company  
10 with respect to Competing Products; (iii) directly or indirectly supervising or managing employees  
11 or other personnel who compete with the Company with respect to Competing Products; (iv)  
12 participating in the planning, research, or development of Competing Products; (v) utilizing or  
13 disclosing Confidential Information; or (vi) engaging in duties or responsibilities that are related  
14 to Competing Products and that are similar to those [she] performed for the Company during the  
15 Pre-Termination Period.”

16 33. “Restricted Period” is defined in the RCA as “the period of time during [Wisdom’s]  
17 employment or relationship with the Company and for a period of 12 months thereafter. The  
18 Restricted Period shall be extended to two (2) years following termination of [Wisdom’s]  
19 employment or relationship with the Company if [she] breach[es] [her] fiduciary duties to the  
20 Company and/or commit[s] an unlawful taking, physically or electronically, of property belonging  
21 to the Company.”

22 34. “Restricted Territory” is defined in the RCA as “any state, territory, or province  
23 within the United States of America or any other country (or political subdivision thereof) (i) in  
24 which [Wisdom] performed services for the Company during the Pre-Termination Period; (ii) over  
25 which [she] had sales or management responsibilities for the Company during the Pre-Termination  
26 Period; (iii) in which the Company employed or engaged personnel [she] directly or indirectly

1 supervised or managed during the Pre-Termination Period; or (iv) about which [she] had access to  
2 Confidential Information during the Pre-Termination Period.”

3 35. “Competing Products” is defined in the RCA as “(i) products or services similar to  
4 or competitive with the products or services sold by the Company for which [Wisdom] had any  
5 responsibility during the Pre-Termination Period and (ii) products or services similar to or  
6 competitive with any prospective product or service the Company took steps to develop and for  
7 which [she] had any responsibility during the Pre-Termination Period.”

8 36. “Pre-Termination Period” is defined in the RCA as “the 24 months preceding the  
9 termination of [Wisdom’s] employment or relationship with the Company.”

10 37. The RCA also contains customer and employee non-solicitation obligations, vendor  
11 non-interference obligations, a non-disparagement clause, and other provisions designed to protect  
12 the Company’s intellectual property, at Sections 6-9 and 12-14.

13 38. Section 11 of the RCA requires Wisdom to provide a copy of the RCA to any  
14 subsequent employers for a period of 3 years following termination of her employment.

15 39. The RCA provides at Section 16 that in the event of a breach or a threatened breach  
16 of the RCA, Wisdom acknowledged and agreed that “the Company will face irreparable injury  
17 which would be difficult to calculate in monetary terms and for which damages would be an  
18 inadequate remedy.” Wisdom therefore agreed that the Company would “be entitled, in addition  
19 to remedies otherwise available at law or in equity, to obtain and enforce immediately temporary  
20 restraining orders, preliminary injunctions, and final injunctions without the posting of a bond  
21 enjoining such breach or threatened breach.”

22 40. Section 16 of the RCA also provides that the Company will be entitled to recover  
23 from Wisdom its reasonable attorneys’ fees, litigation expenses, and costs incurred as a result of  
24 successfully enforcing any portion the RCA against her.

1           41.     Section 16 of the RCA also contains a provision that tolls the non-compete, non-  
2 solicitation, and non-interference restrictions for any period of time that Wisdom is in violation  
3 thereof.

4           42.     Section 17 of the RCA contains a provision that permits “the trier of fact [to] modify  
5 any invalid, overbroad or unenforceable term” of the RCA “so that such term, as modified, is valid  
6 and enforceable under applicable law.”

7     **V.     Wisdom’s Resignation**

8           43.     On January 12, 2021, Wisdom informed the Company that she was accepting a  
9 position with Leighton O’Brien, Inc. (“LOI”), a direct competitor to Insite360. Wisdom  
10 represented to several Company employees, including Collins, Snow, and all of Wisdom’s direct  
11 reports, that her anticipated role with LOI was non-competitive. Specifically, she claimed that her  
12 role for LOI would be limited to selling and scaling field services such as tank cleaning and  
13 calibration solutions, which was not within her responsibilities for Insite360. She further  
14 represented that she would not be focused on North American sales, but rather would be primarily  
15 focused elsewhere.

16           44.     For example, Wisdom specifically mentioned Southeast Asia as a new territory  
17 where she would be focused, to demonstrate that her new role was global in nature and not focused  
18 on North America. Wisdom had never performed services for Insite360 in Southeast Asia; her  
19 responsibilities for the Company were focused on growing North American sales, as other regional  
20 sales teams were responsible for regions such as Southeast Asia and Europe.

21           45.     Wisdom also shared that she was “excited to learn something new,” again giving  
22 the impression that her role would not overlap with her past responsibilities for the Company.

23           46.     Wisdom also informed Insite360 that Reed Leighton (“Leighton”), the CEO of LOI,  
24 would be willing to provide written assurances of the non-competitive nature of her anticipated  
25 role.  
26

1           47.     Given Wisdom's assurances that her anticipated role with LOI would not be  
2 competitive, either in the services she would be performing or in the territory she would be based  
3 in, Insite360 permitted her to remain with the Company for approximately 3 weeks, through  
4 February 1, 2021, to facilitate off-boarding and transitioning her responsibilities to others. Had the  
5 Company known that Wisdom's role with LOI would be directly competitive, it would have  
6 immediately exited her and shut off her access to confidential information.

7     **VI.     Insite360's Discovery of Wisdom's Deception**

8           48.     On February 1, 2021, when Wisdom was still employed by the Company, LOI  
9 issued a press release, which was dated February 2, 2021, regarding Wisdom's hire. Contrary to  
10 what Wisdom had told the Company on several occasions, the press release described her role with  
11 LOI as directly competitive in North America.

12           49.     For example, despite having told Insite360 that she would be selling field services,  
13 the press release indicated that Wisdom would operate as LOI's Executive Vice President of its  
14 Data Analytics Solutions division. The press release touted her experience as a "leading software  
15 executive in the downstream petroleum industry," and further stated that she would be:  
16 "responsible for global sales management, driving revenue growth, new product adoption and  
17 ensuring maximum return on investment on Leighton O'Brien's data analytics solutions portfolio  
18 for customers." The press release's reference to "data analytics solutions" included a hyperlink to  
19 LOI's website regarding its Wetstock Live offering. The press release also quoted Leighton as  
20 saying that Wisdom's hire was "a huge boost to our Data Analytics Solutions business. With her  
21 pedigree in software sales in the industry I have no doubt Angela will dramatically increase our  
22 **US sales capability**, velocity and revenue. . . ." (emphasis added). A copy of this press release is  
23 attached here as Exhibit 3. Notably, the press release said nothing about any responsibility Wisdom  
24 would have in Asia.

1           50.     Upon information and belief, given that the press release was issued while she was  
2 still an Insite360 employee, Wisdom knew while she was still employed with the Company that  
3 her job was directly competitive and a violation of her RCA.

4     **VII. Insite360's Correspondence With Wisdom and LOI**

5           51.     In light of the press release, which revealed that Wisdom had not only lied about  
6 the nature of her role with LOI, but also revealed that her new role would be directly competitive  
7 and a violation of her RCA, Insite360 sent Wisdom a letter on February 3, 2021 reminding her of  
8 her continuing obligations to the Company, and asking her to confirm that her new role would not  
9 be competitive (as she had previously represented). Insite360 attached a draft certification to the  
10 letter, which it asked Wisdom to sign and return by February 5, 2021. The certification stated,  
11 among other things, that Wisdom had not retained or used any confidential Company information.  
12 A true and accurate copy of the letter sent to Wisdom is attached here as Exhibit 4. Wisdom never  
13 responded.

14           52.     The following morning, February 4, 2021, the Company also sent a copy of the  
15 letter to Leighton, LOI's CEO. In response, Leighton wrote to Collins twice. First, he stated,  
16 "We'll send one back for Greg Salverson. Really?"

17           53.     Salverson is an Insite360 employee who had previously been employed by LOI.  
18 Salverson first reached out to the Company in February of 2020 seeking a potential role. After  
19 several months of consideration, in the fall of 2020, Insite360 made Salverson an offer in a non-  
20 customer-facing role, so that he would not be in a competitive role to his LOI position, and as such  
21 would have no reason to use (whether intentionally or inadvertently) LOI's confidential  
22 information.

23           54.     Unlike Wisdom, Salverson did not have a non-compete agreement, and in fact to  
24 the Company's knowledge and based on its research, he had no restrictive covenants at all. Despite  
25 this, Insite360 still chose to keep Salverson out of a commercial sales leadership role. The  
26

1 Company also waited to extend a formal offer to Salverson until he confirmed with Leighton that  
2 he was exploring other opportunities, and received Leighton's support.

3 55. Collins was surprised by Leighton's reference to Salverson in his February 4, 2021  
4 email, based on her previous amicable conversations with Leighton. For example, on October 16,  
5 2020, shortly after Salverson accepted Insite360's offer, Leighton reached out to Collins and  
6 Wisdom. In that email, he stated:

7 Greg just shared his news. You've grabbed a great person in Greg. We've  
8 been lucky to have him for 6 years.

9 No bad feelings from us, some things just come to a natural end.

10 A copy of this email and Collins's response is attached here as Exhibit 5. In light of Leighton's  
11 October 2020 email, as well as the parties' previously cordial relationship, Collins was surprised  
12 and taken aback by his reference to Salverson upon receiving the Company's letter regarding  
13 Wisdom.

14 56. Leighton also responded in a separate email to Collins a few hours later, threatening  
15 to bring claims against the Company based on alleged conduct by Salverson. In response, the  
16 Company asked Leighton to direct any further communications to its outside counsel, who was  
17 copied on the email. Leighton responded, "Since when did I report to you? We'll do what we  
18 decide not what you decide." A copy of this email exchange is attached here as Exhibit 6.

19 57. Despite the fact that Wisdom had never responded to the Company's February 3,  
20 2021 letter by February 5, 2021 as requested, Collins tried to defuse the situation by emailing  
21 Wisdom the following week. Collins requested that Wisdom call her on February 12, 2021 to  
22 discuss the matter and hopefully find a resolution without matters escalating further. Yet again,  
23 Wisdom never responded to this overture.

24 58. On February 17, 2021, Collins learned that Leighton had reached out by email to  
25 her boss, the President of Gilbarco Inc., which was then forwarded to Collins. Leighton's email  
26 stated that LOI was "willing to make a reasonable deal" and stated that neither LOI nor Wisdom

1 would “poach” Insite360’s customers or staff, and that Wisdom would not share confidential  
 2 information with LOI. Leighton stated that he would “swear on a stack of golf magazines to testify  
 3 to this,” and said that Insite360 should agree to the same parameters for Salverson, again ignoring  
 4 that Salverson was not bound by a non-compete like Wisdom was.

5 59. In that same email, Leighton admitted that Wisdom’s territory for LOI included  
 6 North America, and that it involved “all of our products (testing and cleaning and *software*)”  
 7 (emphasis added). Leighton concluded his email by stating that the parties were in “a very small  
 8 industry community and this matter is already public. It is in both our interests that it be resolved  
 9 quickly and amicably and short of a judge in a public forum making that decision for both of us.”

10 60. Notwithstanding Leighton’s statements implying that he was trying to de-escalate  
 11 the parties’ dispute, Collins found it unfortunate that he would go over her head to her boss at  
 12 Gilbarco, when he knew that Collins was intimately involved and overseeing the parties’ dispute  
 13 (and her boss was not involved). Collins also found his statements about the small industry to be  
 14 somewhat threatening.

15 61. In sum, rather than reflecting a “reasonable deal,” Leighton’s antagonistic emails  
 16 and attempts to go over Collins’s head only exacerbated the tension between the parties, and his  
 17 attempts to tie Salverson’s hire to LOI’s hire of Wisdom was not reasonable in light of the stark  
 18 differences in circumstances of those hires.

### 19 **VIII. The Parties’ Attempts to Settle Their Dispute**

20 62. After Insite360’s letter to Wisdom went unanswered, its outside counsel, Steve  
 21 Brown (“Brown”), worked with counsel for Wisdom and LOI, Marcus Eason (“Eason”), to try to  
 22 resolve this dispute. While much of the correspondence between the parties’ outside counsel  
 23 constituted confidential settlement communications, Eason’s representations and offers certainly  
 24 led the Company to believe that his clients were willing to reach a mutually-agreeable resolution  
 25 to the parties’ dispute, without requiring judicial intervention. As a result of the continuing  
 26 discussions between the parties’ counsel, as well as Leighton’s February 17, 2021 email to

1 Gilbarco that it was in the parties' interests to resolve the matter out of the courtroom, Insite360  
2 believed that the parties would be able to come to a negotiated resolution. As a result, and based  
3 upon Eason's representations, the Company did not file suit to enforce its rights.

4 63. However, upon information and belief, Wisdom and LOI never intended to resolve  
5 this dispute amicably, and were only stringing Insite360 along while they prepared papers seeking  
6 a declaratory judgment that the RCA is unenforceable.

7 64. On February 25, 2021, without any warning to Insite360, Wisdom filed a  
8 declaratory judgment action in King County Superior Court naming Insite360 as a defendant,  
9 which was procedurally improper.

10 65. After Wisdom filed her suit, Eason told Brown that he believed that Leighton had  
11 reached out to the Company the week before the lawsuit was filed to let Insite360 know it would  
12 be filed.

13 66. Leighton had not reached out to Collins to put her on notice of the impending suit,  
14 nor, upon information and belief, did he reach out to anyone else at Insite360 to put them on notice.  
15 In addition, as Eason had assured Brown that Leighton would not have any direct contact with  
16 Company employees following his February 17, 2021 email to Collins's boss, it is unclear why he  
17 assumed that Leighton would have reached out to anyone at Insite360.

18 67. Given that the parties were involved in active settlement negotiations to try to find  
19 a reasonable agreement that would permit Wisdom to work for LOI in a way that would not  
20 jeopardize Insite360's confidential information and other business interests – which negotiations  
21 the Company believed were progressing toward an amicable resolution – Collins was surprised  
22 that without any warning whatsoever, Wisdom filed her lawsuit seeking a declaration that the RCA  
23 was unenforceable.

24 68. On March 4, 2021, Collins was personally served with a copy of the lawsuit at her  
25 home, despite not being a named party to the suit, and not being an authorized agent for service.  
26



1 **IX. Wisdom's Access to Confidential Information Following Her Resignation**

2 69. Wisdom's RCA required her to return her company-issued devices promptly upon  
3 termination of her employment, and in no event later than two business days after her termination  
4 (February 1, 2021). Eason represented to Brown that Wisdom had mailed her company-issued  
5 devices back to Insite360 the week before her last day as an employee.

6 70. However, based on tracking information that Eason provided to Brown, Wisdom  
7 did not mail her devices back until February 4, 2021, several days *after* her employment with the  
8 Company terminated. The Company did not receive the devices until February 9, 2021, more than  
9 a week after her employment ended. Insite360 then sent the devices to an outside forensic  
10 examiner, Derek Ellington ("Ellington"), to conduct an analysis of the devices.

11 71. Ellington's forensic examination of the company-issued iPad revealed that Wisdom  
12 had performed a factory reset of the device on February 3, 2021, in violation of her RCA. Wisdom  
13 never asked or received permission to do so, and it is incredibly rare for departing employees to  
14 do so. Upon information and belief, Wisdom conducted the factory reset of the iPad to destroy  
15 evidence of her misconduct.

16 72. In addition, Ellington's examination of the company-issued MacBook Pro laptop  
17 revealed certain activity in the weeks leading up to Wisdom's last day that suggests that she may  
18 have copied, forwarded, or uploaded documents from that computer to cloud storage, personal  
19 accounts, or some other device. For instance, Ellington's examination revealed that on several  
20 occasions in Wisdom's final weeks with the Company, hundreds of documents had metadata  
21 altered within an extremely short timeframe, suggesting that they were mass copied, deleted, or  
22 "backed up" to another device.

23 73. As a result, Insite360 has reasonable concerns that Wisdom may have improperly  
24 accessed, copied, shared, or retained confidential Insite360 information before she returned her  
25 computer to the Company.

1           74.     The RCA also prohibited Wisdom from retaining any copies of Company materials,  
2 whether in hard copy or electronic form, following termination of her employment. However, on  
3 February 19, 2021, Eason provided Brown with 15 Insite360 documents, which Eason represented  
4 had been copied to Wisdom's personal computer.

5           75.     The documents that Eason had provided from Wisdom's personal computer contain  
6 highly sensitive Insite360 information that would be extremely useful to a competitor like LOI.  
7 Included in the documents were confidential information regarding hundreds of the Company's  
8 customers, including revenue received for said customers, contract terms, which products or  
9 services the customers had purchased, and which Insite360 sales executives were assigned to those  
10 customers; compensation data for the Company's account executives, renewal executives, and  
11 other specialists, including compensation structure, commissions, and quotas; information  
12 regarding the Company's territories; information regarding the Company's pipeline, including  
13 specific opportunities with prospects, which products were being pitched, stage of contract  
14 negotiations, and anticipated contract value; and the Company's growth goals for 2021.

15           76.     All of this information would be highly valuable to a competitor like LOI. For  
16 example, LOI could use the information from these files to determine which Insite360 prospects  
17 are most ripe for solicitation by LOI, and could try to undercut Insite360's pricing. In addition,  
18 LOI could use the compensation details in the documents retained by Wisdom to try to solicit  
19 Insite360 sales executives. Given Wisdom's refusal to provide a certification regarding her  
20 retention and use of Insite360's confidential information, the Company is concerned that Wisdom  
21 still has access to these documents, may be using them in connection with her employment with  
22 LOI, and/or has disclosed them to others at LOI.

23           77.     In addition, Eason had initially represented to Brown that Wisdom had retained the  
24 documents because she needed to access them on her personal computer to work on matters that  
25 had been assigned to her by Collins or Snow, because (as Eason represented), Wisdom had sent  
26 back her company-issued devices early.

1           78. This is not true. Neither Collins nor Snow ever asked Wisdom to perform any work  
2 after her employment ended. Moreover, neither Collins nor Snow ever asked Wisdom to do  
3 anything either before her employment with the Company ended that would have required her to  
4 keep confidential Company documents on her personal computer. Indeed, despite Eason's claims,  
5 Wisdom did not return her devices until several days *after* her employment with Insite360 had  
6 ended.

7           79. To the extent Wisdom claims that she accessed those documents in connection with  
8 her employment with Insite360, she could have – and should have – accessed them on her  
9 company-issued electronic devices, which were in her possession until she returned them in  
10 February. There is simply no reason why Wisdom should have had this information on her personal  
11 computer.

12       **X. Irreparable Harm**

13           80. If Wisdom is permitted to continue in her current role for LOI, Insite360's  
14 legitimate business interests would be irreparably harmed.

15           81. As noted above, the documents that Wisdom had – for no legitimate reason – on  
16 her personal computer contained highly confidential Insite360 information that could be exploited  
17 by a competitor such as LOI, not only to solicit the Company's customers or employees, but also  
18 to unfairly undercut the Company in the market.

19           82. In addition, even assuming Wisdom never used those documents or disclosed them  
20 to anyone else at LOI, and has no plans to do so, by virtue of her role for Insite360, she had access  
21 to a wide swath of highly confidential and trade secret information belonging to Insite360. As  
22 noted above, Wisdom is intimately familiar with Insite360's business strategy plans, sales  
23 strategies, pricing plans and information, pipeline, customer information (including which  
24 customers had purchased which services), information regarding prospects (including details of  
25 anticipated deals, and how far along each prospective deal was), marketing strategies, strengths  
26 and weaknesses of various Insite360 products and services, and more.

1           83. Even if Wisdom does not intend to use this information in connection with her role  
2 for LOI, it will be difficult if not impossible for her to sell the same sort of products and services,  
3 in the same territory, without necessarily drawing upon the information in her head. In fact, this is  
4 the exact reason why Insite360 asked Wisdom to sign the RCA in July of 2019. Insite360 would  
5 not have permitted Wisdom to continue to work for the Company, especially given the substantial  
6 increase in her compensation, had it not secured her agreement not to provide competitive services  
7 in the territory she serviced for a year after leaving Insite360's employ.

8           84. In addition, Wisdom has confidential information that could assist LOI in  
9 partnership discussions with others in the industry. For example, in December of 2020, Wisdom  
10 became intimately involved in Insite360's partnership discussions with a third party competitor of  
11 both Insite360 and LOI. In fact, Wisdom took responsibility for establishing the agenda and  
12 objectives for a 2-day, in-person meeting with the competitor to discuss whether the companies  
13 could partner to provide complementary services to their customers. This meeting occurred on  
14 December 8-9, 2020. Wisdom attended the meeting, along with several others from Insite360,  
15 including Collins herself.

16           85. Wisdom would not typically be involved in early stage discussions (either setting  
17 agenda items or attending the in-person meeting) such as those that occurred in December 2020.  
18 Wisdom was not a core part of the Business Development team and several other partnerships  
19 were established in 2020 without any participation from Wisdom at all. With respect to this  
20 potential partnership, Wisdom requested to participate in discussions, which was not customary  
21 given the early stage of the parties' discussions.

22           86. Upon information and belief, at the time the meeting with the competitor occurred,  
23 Wisdom was already entertaining LOI's offer. On December 7, 2020, the night before the  
24 aforementioned meetings with the third party competitor, Wisdom told Collins and others that LOI  
25 had reached out to her with a job opportunity, but when she mentioned this, she brushed it off and  
26 chuckled about it. As a result, the Company had no idea that she was actually considering leaving

1 for LOI. However, given that she submitted her resignation in early January 2021, on information  
2 and belief, Wisdom was discussing LOI's offer throughout November and December 2020 – when  
3 she was setting Insite360's agenda and objectives for the negotiations with the third party  
4 competitor and attending the companies' meeting.

5 87. If Wisdom was actively negotiating her role with LOI at that time, it is extremely  
6 concerning that she took on responsibility for and participated in these discussions, particularly  
7 given that the Company had ample representation from other executives, including Collins. The  
8 information that she learned as a result of those discussions could provide LOI with competitive  
9 intelligence to allow it to strike a better partnership deal with the third party (or other potential  
10 partners in the industry).

11 88. Insite360 has never claimed that Wisdom cannot work for LOI. In fact, when  
12 Wisdom first notified the Company of her intent to join LOI, Insite360 was supportive of her  
13 decision, based on her representations that her role would not be competitive either in her job  
14 responsibilities or territory.

15 89. Insite360 remains willing to permit Wisdom to work for LOI, provided her role is  
16 not competitive to the services she provided to the Company, and provided Wisdom and LOI can  
17 otherwise provide adequate assurances that Insite360's legitimate business interests will be  
18 protected.

19 **COUNT I**  
20 **Breach of the RCA**  
**(Against Wisdom)**

21 90. VRFQ incorporates by reference the allegations contained in the preceding  
22 paragraphs of this Complaint.

23 91. On or about July 24, 2019, VRFQ and Wisdom entered into the RCA.

24 92. The RCA is supported by adequate consideration.

25 93. VRFQ has performed all of its obligations under the RCA.

1           94.     The restrictive covenants in the RCA are narrowly tailored and no broader than  
2 necessary to protect VRFQ's legitimate business interests, including but not limited to its goodwill,  
3 customer relationships, and confidential and proprietary business information.

4           95.     The restrictive covenants are reasonable as to scope, duration of time, and  
5 geographic reach.

6           96.     Through the acts described above, Wisdom has breached her obligations under the  
7 RCA by accepting employment with LOI, a direct competitor of VRFQ, in a role that is directly  
8 competitive with her former duties and responsibilities for VRFQ.

9           97.     Wisdom has also breached her obligations under the RCA by, upon information  
10 and belief, retaining VRFQ's confidential, proprietary, and/or trade secret information on her  
11 personal devices and/or accounts following termination of her employment with VRFQ.

12           98.     Wisdom has also breached her obligations under the RCA by, upon information  
13 and belief, using and/or disclosing VRFQ's confidential, proprietary, and/or trade secret  
14 information in connection with her employment or anticipated employment with LOI.

15           99.     Wisdom has also breached her obligations under the RCA by failing to return her  
16 company-issued electronic devices within two (2) business days of termination of her employment  
17 with VRFQ.

18           100.    Wisdom has also breached her obligations under the RCA by purposefully  
19 destroying Company data on the company-issued iPad before she returned it.

20           101.    Unless enjoined from further breaching the RCA, Wisdom's conduct will cause  
21 substantial, immediate, and irreparable injury, damage, and loss to VRFQ in an amount that cannot  
22 presently be determined and/or cannot be fully quantified.

23           102.    Wisdom's actual or threatened use of VRFQ's confidential, proprietary, and/or  
24 trade secret information enables her and LOI to unfairly compete with VRFQ, without expending  
25 the same time, effort, or expense to develop the same.

103. Moreover, there is no way for VRFQ to determine at this point how much business it will lose over time because of Wisdom's unlawful conduct.

104. VRFQ is entitled to, and hereby requests, specific performance by Wisdom of her contractual obligations under the RCA.

105. In addition, VRFQ seeks actual, incidental, compensatory, punitive, and consequential damages, as well as its reasonable attorneys' fees in enforcing the RCA, in an amount to be determined at trial.

**COUNT II**  
**Breach of the NDA**  
**(Against Wisdom)**

106. VRFQ incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

107. On or about October 28, 2017, VRFQ and Wisdom entered into the NDA.

108. The NDA is supported by adequate consideration.

109. VRFQ has performed all of its obligations under the NDA.

110. The restrictive covenants in the NDA are narrowly tailored and no broader than necessary to protect VRFQ's legitimate business interests, including but not limited to its goodwill, customer relationships, and confidential and proprietary business information.

111. The restrictive covenants in the NDA are reasonable as to scope, duration of time, and geographic reach.

112. Through the acts described above, Wisdom has breached her obligations under the NDA by, upon information and belief, retaining VRFQ's confidential, proprietary, and/or trade secret information on her personal devices and/or accounts following termination of her employment with VRFQ.

113. Wisdom has also breached her obligations under the NDA by, upon information and belief, using and/or disclosing VRFAQ's confidential, proprietary, and/or trade secret information in connection with her employment or anticipated employment with LOI.

118. In addition, VRFQ seeks actual, incidental, compensatory, punitive, and consequential damages, as well as its reasonable attorneys' fees in enforcing the NDA, in an amount to be determined at trial.

120. VRFQ's business, sales, and marketing plans; pricing plans and information; customer information (including which customers had purchased which services); information regarding prospects (including details of anticipated deals, and how far along each prospective deal was); development plans; information regarding strengths and weaknesses of certain Insite360 products and services; in-depth incentive and commission program information; and other information to which Wisdom had access all constitute business information and/or compilations of information that derive independent actual value or potential commercial value from not being generally known or readily ascertainable through independent development by persons who can obtain economic value from its disclosure or use.



121. VRFQ has made reasonable efforts under the circumstances to maintain the secrecy of the aforementioned information.

122. The aforementioned information constitutes “trade secrets” under the Washington’s Uniform Trade Secrets Act, § 19.108.010 et seq. (the “WUTSA”).

123. Wisdom’s conduct with respect to VRFQ’s trade secrets constitutes actual and/or threatened misappropriation in violation of the WUTSA.

124. Wisdom’s conduct has caused and, unless enjoined, will continue to cause, substantial, immediate, and irreparable injury to VRFQ’s legitimate business interests.

125. VRFQ has no adequate remedy at law to redress Wisdom’s violation of the WUTSA.

126. VRFQ has suffered and will continue to suffer damages as a result of Wisdom’s misappropriation of VRFQ’s trade secrets.

127. VRFQ’s damages include, without limitation, lost profits through the present and in the future from lost sales, lost growth opportunities, lost margins on retained business and other damages.

128. Wisdom has been unjustly enriched as a result of her misappropriation of VRFQ’s trade secrets.

129. Wisdom’s conduct described above is willful and malicious, such that an award of exemplary damages pursuant to Wash. Rev. Code § 19.108.030 and an award of attorneys’ fees is appropriate.

**COUNT IV**  
**Violation of the Defend Trade Secrets Act**  
**(Against Wisdom)**

130. VRFQ incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

131. VRFQ’s business, sales, and marketing plans; pricing plans and information; customer information (including which customers had purchased which services); information

1 regarding prospects (including details of anticipated deals, and how far along each prospective  
2 deal was); development plans; information regarding strengths and weaknesses of certain Insite360  
3 products and services; in-depth incentive and commission program information; and other  
4 information to which Wisdom had access all constitute business information and/or compilations  
5 of information that derive independent actual value or potential commercial value from not being  
6 generally known or readily ascertainable through independent development by persons who can  
7 obtain economic value from its disclosure or use.

8       132. VRFQ has made reasonable efforts under the circumstances to maintain the secrecy  
9 of the aforementioned information.

10       133. The aforementioned information constitutes “trade secrets” under the Defend Trade  
11 Secrets Act, 18 U.S. C. § 1836, et seq. (the “DTSA”).

12       134. Wisdom’s conduct with respect to VRFQ’s trade secrets constitutes actual and/or  
13 threatened misappropriation in violation of the DTSA.

14       135. Wisdom’s conduct has caused and, unless enjoined, will continue to cause,  
15 substantial, immediate, and irreparable injury to VRFQ’s legitimate business interests.

16       136. VRFQ has no adequate remedy at law to redress Wisdom’s violation of the DTSA.

17       137. VRFQ has suffered and will continue to suffer damages as a result of Wisdom’s  
18 misappropriation of VRFQ’s trade secrets.

19       138. VRFQ’s damages include, without limitation, lost profits through the present and  
20 in the future from lost sales, lost growth opportunities, lost margins on retained business and other  
21 damages.

22       139. Wisdom has been unjustly enriched as a result of her misappropriation of VRFQ’s  
23 trade secrets.

24       140. Wisdom’s conduct described above is willful and malicious, such that an award of  
25 exemplary damages and attorneys’ fees under the DTSA is appropriate.

**COUNT V**  
**Tortious Interference With Contract**  
**(Against LOI)**

141. VRFQ incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

142. As set forth above, Wisdom's RCA is a valid and enforceable contract. The post-employment activity covenants, confidentiality covenants, and other provisions contained in the RCA are reasonable in scope and duration and are reasonably necessary to protect VRFQ's legitimate protectable interests in its employee relationships, client relationships, and its confidential information, as well as its goodwill.

143. Upon information and belief, LOI was fully aware of the RCA prior to hiring Wisdom, given Wisdom's contractual obligations to provide a copy of the RCA to any subsequent employers. Additionally, LOI was aware of the RCA by no later than February 4, 2021 when VRFQ provided LOI with a copy of its letter to Wisdom demanding that she confirm her role with LOI was not directly competitive and further demanding that she certify that she had not used, disclosed, shared, or otherwise disseminated VRFQ's confidential information.

144. Despite having knowledge of the RCA, LOI intentionally induced, permitted or incentivized Wisdom to violate the post-employment and contractual obligations owing to VRFQ, without justification, in an effort to unfairly compete with VRFQ.

145. VRFQ believes LOI's intentional interference was willful, malicious, unjustified and accomplished through wrongful means, including but not limited to, inducing, aiding or abetting Wisdom to each breach her contract with VRFQ and otherwise violate the law, and using threats of retaliation for VRFQ's lawful hire of Salverson. VRFQ further believes that LOI's intentional interference was accomplished for an improper purpose, as evidenced by its ill motive demonstrated through its illegitimate threats of litigation regarding Salverson.

146. As a result of LOI's intentional interference, VRFQ has suffered irreparable and other significant injuries in an amount to be determined at trial.

**PRAYER FOR RELIEF**

WHEREFORE, VRFQ seeks judgment in its favor and an Order against Defendants that grants the following relief:

A. Temporarily, preliminarily and permanently enjoining Defendants Wisdom and LOI and all parties in active concert or participation with them, from using or disclosing any of VRFQ's confidential and/or proprietary information;

B. Temporarily and preliminarily enjoining Defendant Wisdom from performing services for LOI in a role that is competitive to the role she previously performed for VRFQ;

C. Ordering Defendants Wisdom and LOI and all parties in active concert or participation with them, to return to VRFQ all originals and copies of all files, devices and/or documents that contain or relate to VRFQ's confidential and proprietary information, including without limitation, all computers, electronic media, PDAs and electronic storage devices;

D. Ordering Defendants Wisdom and LOI and all parties in active concert or participation with them, to preserve all documents, data, and electronic information and to produce for inspection and imaging all computers and other electronic storage devices and email accounts belonging to, under the control of, accessible to, or operated by Wisdom;

E. Awarding VRFQ actual, incidental, compensatory, and consequential damages to be proven at trial;

F. Awarding VRFQ exemplary or punitive damages in an amount to be proven at trial due to Defendants' willful and malicious activities;

G. Awarding VRFQ its costs and expenses incurred herein, including reasonable attorneys' fees and interest, pursuant to the Washington Uniform Trade Secret Act, REV. CODE WASH. § 19.108.010, *et seq.*;

H. Awarding VRFQ its costs and expenses incurred herein, including reasonable attorneys' fees and interest, pursuant to the Defend Trade Secrets Act, 18 U.S.C. § 1836;

1 I. Awarding VRFQ its costs and expenses incurred herein, including reasonable  
2 attorneys' fees, as provided by the RCA; and

3 J. Awarding VRFA such further relief as the Court deems necessary and just.  
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1 DATED: March 15, 2021

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